

- (4) That the mechanical equipment used to execute any and all work be operated in such a way as to minimize turbidity (i.e., stirring up sediment into the water) that could degrade water quality and adversely affect aquatic plant and animal life; and
- (5) Sediment and erosion controls shall be installed downstream from all construction areas which are within, adjacent to or abutting the Conservation Easement Area, and shall remain in place during all excavation and restoration operations, including landscaping. Sediment and erosion controls shall not be removed until stabilization of the project site is satisfactorily complete; and
- (6) All trash or nonconforming material that is dumped or placed on the Conservation Easement Area shall be removed or cause to be removed by the Grantor immediately. In the event that the nonconforming material is placed by an adjacent landowner or party unknown to the Grantor, the Grantee and Grantor shall work collectively to locate and notify the offender and cause the material to be removed immediately by the offender. If the offender is not identified or is uncooperative, the Grantor shall be responsible for removal of the nonconforming material.

6. Rights of Grantee: The Grantor confers the following rights upon the Grantee to perpetually maintain the conservation values of the Conservation Easement Area:

- a. Right to Enter: The Grantee has the right to enter the Conservation Easement Area at reasonable times to monitor or to enforce compliance with this Conservation Easement; provided that such entry shall be upon prior reasonable notice to the Grantor. The Grantor may use the Conservation Easement Area without interference provided that the Grantor restricts his/her use to those permitted under this Conservation Easement. The Grantee has no right to permit others to enter the Conservation Easement Area. The general public is not granted access to the Conservation Easement Area under this Conservation Easement.
- b. Right to Preserve: The Grantee has the right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the terms or purposes of this Conservation Easement.
- c. Right to Require Restoration: The Grantee shall have the right to require the restoration of the areas or features of the Conservation Easement Area which are damaged by any activity inconsistent with this Conservation Easement. The Grantee may not bring an action against the Grantor for modifications occurring to the Conservation Easement Area which result from causes beyond the Grantor's control. Examples include, without limitation: unintentional fires, storms, natural earth movement, trespassers or the Grantor's well-intentioned actions in response to an emergency which result in changes to the Conservation Easement Area. The Grantor has no responsibility under this Conservation Easement for such unintended modifications. The Grantee may, however, bring an action against another party for modifications that impair the conservation values identified in this Conservation Easement.